

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.  605-16-4-1868-0845		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER  VA262-16-Q-0995	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JEFF RAGSDALE				b. TELEPHONE NO. (No Collect Calls) (909) 825-7084 ext-4527	
6. SOLICITATION ISSUE DATE  09-20-2016		8. OFFER DUE DATE/LOCAL TIME 09-26-2016 4:00 PST					
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 VA Loma Linda Healthcare System 11201 Benton Street Loma Linda CA 92357				CODE 00262 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339920 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 750 EMPLOYEES <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 VA Loma Linda Healthcare System 11201 Benton Street Loma Linda CA 92357			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971  Austin TX 78714-9971  PHONE: FAX:	
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	
		PLEASE REVIEW THE SCHEDULE BELOW FOR DETAILS AND SUPPLIES BEING REQUESTED.  ALL QUESTIONS MUST BE SUBMITTED VIA EMAIL NO LATER THAN MONDAY, SEPTEMBER 26, 2016 by 1:00 PM PST VIA EMAIL TO CS: Jeffrey.Ragsdale@va.gov  THIS PROCUMENT IS FOR A FIRM FIXED PRICE (FFP) REQUEST  ALL QUOTES MUST BE RECEIVED BY MONDAY, SEPTEMBER 26, 2016 @ 4:00 PM PST  (Use Reverse and/or Attach Additional Sheets as Necessary)				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
						31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(Continuation of Standard Form 1449, block 20)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. GOVERNMENT: Jeffrey Ragsdale – Contracting Specialist  
 Department of Veterans Affairs  
 VISN 22 - Network Contracting Office (00262)  
 4811 Airport Plaza Drive, Suite 600  
 Long Beach, CA 90815

b. Contractor:

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi Annually ☐
- c. Other ☒ UPON DELIVERY OF SUPPLIES

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs  
 Financial Services Center  
 P.O. Box 149971  
 Austin TX 78714-9971  
<http://www.tungsten-network.com/us/en/veteransaffairs>

Monthly invoices shall be submitted to the VA no later than 10 days past the last day of the billing period. Contractor shall submit electronic invoices via Tungsten network or other acceptable system by VA FSC. Invoices submitted to VA FSC other than the electronic, will **NOT** be processed for payment.

Contractor may contact (877) 353-9791 for invoice inquiries. Incomplete and incorrect invoices shall be returned for correction.

ACKNOWLEDGMENT OF modifications: The offeror acknowledges receipt of amendments to the Contract numbered and dated as follows:

AMENDMENT NO.	DATE

**B.2 PRICE/COST SCHEDULE****ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ACC ACTIVATION EIL:560 MCA:2019K NEC:15-203 081663657 SCIFIT PRO2 WITH PREMIUM SEAT	1.00	EA		
0002	081643741 PARALLEL BAR, 18 FT, MOTORIZED H&W, PEAR	1.00	EA		
0003	081643568 1 FT. TAPERED EXTENSION, PEARL GREY BAS	2.00	EA		
0004	081344449 GRANDSTAND ACCESSORIZED RACK LOCAL STOCK NUMBER: 564401	1.00	EA		
0005	286752116 CLASSIC SERIES SINGLE-SIDE STAIR 30" non stock Clinton 30 inch stairs	1.00	EA		
0006	081170869 BAPS LOCAL STOCK NUMBER: 64000	2.00	EA		
0007	081500768 BOSU PRO BALANCE TRAINER LOCAL STOCK NUMBER: 567971	2.00	EA		
0008	081052885 WALSLIDE 4' WALL/PULLEY SYSTEM INCLUDES LOCAL STOCK NUMBER: 550853	4.00	EA		
0009	081514462 ECONOMY WARMER 4 BOTTLE	8.00	EA		
0010	081083567 THERA-BAND STANDARD BALL 45CM YELLOW	2.00	EA		

	LOCAL STOCK NUMBER: 553463				
<b>0011</b>	081083575 THERA-BAND STANDARD BALL 55CM RED - RET LOCAL STOCK NUMBER: 553464	2.00	EA	_____	_____
<b>0012</b>	081083583 THERA-BAND STANDARD BALL 65CM GREEN LOCAL STOCK NUMBER: 553465	2.00	EA	_____	_____
<b>0013</b>	081083591 THERA-BAND STANDARD BALL 75CM BLUE - RE LOCAL STOCK NUMBER: 553466	2.00	EA	_____	_____
<b>0014</b>	081012459 T/F ROLL,8 X 36 IN LOCAL STOCK NUMBER: 2794G	3.00	EA	_____	_____
<b>0015</b>	081343607 INFLATABLE BALL SUPPORT LOCAL STOCK NUMBER: 563655	2.00	EA	_____	_____
<b>0016</b>	081411628 CANDO INSTABILITY PAD SET 5-PC LOCAL STOCK NUMBER: 564517	2.00	EA	_____	_____
<b>0017</b>	081031079 PLASTIC STACK. CONES,LG,SET/30 LOCAL STOCK NUMBER: 515301	1.00	EA	_____	_____
<b>0018</b>	081031061 PLASTIC STACK.CONES,SM, SET/30 LOCAL STOCK NUMBER: 5153	1.00	EA	_____	_____
<b>0019</b>	081029966 FOAM ROLLS, 36" X 6"X HALF ROUND LOCAL STOCK NUMBER: 509104	2.00	EA	_____	_____

<b>0020</b>	081029958 FOAM ROLLS, 36"X6" ROUND LOCAL STOCK NUMBER: 509103	4.00	EA	_____	_____
<b>0021</b>	081008416 DENSIFOAM MAT,4 X 7 FT LOCAL STOCK NUMBER: 2200B	5.00	EA	_____	_____
<b>0022</b>	081224021 Z-CART LOCAL STOCK NUMBER: 925415	3.00	EA	_____	_____
<b>0023</b>	081034404 THREE SHELF CART W/DRAWER LOCAL STOCK NUMBER: 536901	2.00	EA	_____	_____
<b>0024</b>	081547587 BUCK NEURO HAMMER, LATEX FREE	20.00	EA	_____	_____
<b>0025</b>	081275643 BASELINE BUBBLE INCLINOMETER (1) LOCAL STOCK NUMBER: A44130	5.00	EA	_____	_____
<b>0026</b>	081292648 THERA CANE MASSAGER (1) LOCAL STOCK NUMBER: A811600	4.00	EA	_____	_____
<b>0027</b>	081195668 ANATOMICAL CHART - THE SPINE LOCAL STOCK NUMBER: 816901	2.00	EA	_____	_____
<b>0028</b>	081195684 ANATOMICAL CHART - FOOT & ANKLE LOCAL STOCK NUMBER: 816903	2.00	EA	_____	_____
<b>0029</b>	081052596 ANATOMICAL CHART - DERMATOMES LOCAL STOCK NUMBER: 550816	2.00	EA	_____	_____
<b>0030</b>	081195676	2.00	EA	_____	_____

	ANATOMICAL CHART - THE MUSCULAR SYSTE LOCAL STOCK NUMBER: 816902				
<b>0031</b>	081052604 ANATOMICAL CHART - SPINAL NERVES LOCAL STOCK NUMBER: 550817	2.00	EA	_____	_____
<b>0032</b>	081242049 ANATOMICAL CHART - SHOULDER & ELBOW LOCAL STOCK NUMBER: 928196	2.00	EA	_____	_____
<b>0033</b>	081658939 ANATOMICAL MODEL HIP JOINT 6-PART	3.00	EA	_____	_____
<b>0034</b>	081195726 ANATOMICAL CHART - HIP & KNEE LOCAL STOCK NUMBER: 816907	2.00	EA	_____	_____
<b>0035</b>	081195692 ANATOMICAL CHART - THE SKELETAL SYSTEM LOCAL STOCK NUMBER: 816904	2.00	EA	_____	_____
<b>0036</b>	081658905 ANATOMICAL MODEL SHOULDER JOINT W/ROT	3.00	EA	_____	_____
<b>0037</b>	081614395 CLASSIC FLEXIBLE SPINE MODEL LOCAL STOCK NUMBER: 569104	3.00	EA	_____	_____
<b>0038</b>	081618982 STAND FOR FLEXIBLE SPINE LOCAL STOCK NUMBER: 960835	3.00	EA	_____	_____
<b>0039</b>	081242007 DELUXE SKELETON-PELVIC MOUNTED	2.00	EA	_____	_____

	LOCAL STOCK NUMBER: 928192				
<b>0040</b>	081439058 INFECTION CONTROL GAIT BELT, ORANGE, 72" LOCAL STOCK NUMBER: 566977	15.00	EA	_____	_____
<b>0041</b>	081288323 BEASYTRANS (1) LOCAL STOCK NUMBER: A71160	2.00	EA	_____	_____
<b>0042</b>	081167311 OFFSET SLID BOARD 28X 11 3/4 LOCAL STOCK NUMBER: 6115	4.00	EA	_____	_____
<b>0043</b>	081167543 HEAVY DUTY 35" TRANSFER BOARD LOCAL STOCK NUMBER: 6126	4.00	EA	_____	_____
<b>0044</b>	081533322 MOBILE ADULT MIRROR LOCAL STOCK NUMBER: 561392	2.00	EA	_____	_____
<b>0045</b>	081442847 ADJ ANEROID SPHYGMOMANOMETER LARGE A LOCAL STOCK NUMBER: 566852	2.00	EA	_____	_____
<b>0046</b>	081187673 JAMAR EZ READ 12.5" GONIOMETER LOCAL STOCK NUMBER: 7541	20.00	EA	_____	_____
<b>0047</b>	081187475 ECONOMY JAMAR 8" PLASTIC GONIOMETER LOCAL STOCK NUMBER: 7512	20.00	EA	_____	_____
<b>0048</b>	081021112 SAUNDERS LUMBAR HOME TRACTION DEVICE LOCAL STOCK NUMBER: 3954	2.00	EA	_____	_____



<b>0049</b>	081060904 PRONEX, LARGE LOCAL STOCK NUMBER: 551314	2.00	EA	_____	_____
<b>0050</b>	081060896 PRONEX, REGULAR LOCAL STOCK NUMBER: 551313	2.00	EA	_____	_____
<b>0051</b>	081034065 ROCKER BOARD COMP KIT W/STAND LOCAL STOCK NUMBER: 532704	2.00	EA	_____	_____
<b>0052</b>	081011691 OVERHEAD PULLEYS LOCAL STOCK NUMBER: 2610	2.00	EA	_____	_____
<b>0053</b>	081505312 HOT PACK STORAGE RACK	6.00	EA	_____	_____
<b>0054</b>	081017300 PRESTON TROPIC HEATER 4 PK LOCAL STOCK NUMBER: 3537	5.00	EA	_____	_____
<b>0055</b>	081015486 AUTOMATIC OVER BED TABLE LOCAL STOCK NUMBER: 3248	23.00	EA	_____	_____
<b>0056</b>	081247667 FLOOR RACK FOR THERAPY BARS LOCAL STOCK NUMBER: 929276	1.00	EA	_____	_____
<b>0057</b>	081327527 GENISYS TRANSPORT LASER CONSOLE LOCAL STOCK NUMBER: 563975	4.00	EA	_____	_____
<b>0058</b>	081327543 850 NM DIODE 100MW LOCAL STOCK NUMBER: 563977	4.00	EA	_____	_____
<b>0059</b>	081327584 9 DIODE CLUSTER APPLCTR 1040MW	4.00	EA	_____	_____

	LOCAL STOCK NUMBER: 563981				
<b>0060</b>	081327618 33 DIODE CLUSTER APPLTR 1440MW LOCAL STOCK NUMBER: 563984	1.00	EA		
<b>0061</b>	081327675 CART ADAPTER FOR VECTRA GENISYS LASER LOCAL STOCK NUMBER: 563990	4.00	EA		
<b>0062</b>	081091461 INTELECT TRANSPORT US UNIT LOCAL STOCK NUMBER: 554332	2.00	EA		
<b>0063</b>	081091636 10 CM ULTRASOUND APPLICATOR LOCAL STOCK NUMBER: 554349	13.00	EA		
<b>0064</b>	081358837 VECTRA GENISYS 4-COMBO W/CART LOCAL STOCK NUMBER: 568660	2.00	EA		
<b>0065</b>	081382738 4-CHANNEL INTECT XT COMBO + CART LOCAL STOCK NUMBER: 554330C	9.00	EA		
<b>0066</b>	081590736 BIOSTIM NMS2 DIGITAL MUSCLE STIMULATOR LOCAL STOCK NUMBER: 568191	4.00	EA		
<b>0067</b>	081595495 TOTAL GYM POWER TOWER CLINICAL PACKAG	1.00	EA		
<b>0068</b>	081539113 1100 LB. ELEC. HYDRAULIC 5' X 7' MAT PLATFO LOCAL STOCK NUMBER: 563059BL	5.00	EA		

<b>0069</b>	081607654 METRON ELITE 7-SECTION MOTORIZED TABLE LOCAL STOCK NUMBER: 566208IB	3.00	EA	_____	_____
<b>0070</b>	081607803 METRON ELITE ASTER 3- SECTION TABLE, IMPE LOCAL STOCK NUMBER: 566213IB	5.00	EA	_____	_____
<b>0071</b>	081620061 CHATTANOOGA DTS ADVANCED PACKAGE IMP includes Saunders Cervical Traction LOCAL STOCK NUMBER: 568852IB	2.00	EA	_____	_____
<b>0072</b>	081612209 METRON FLEXION STOOL, IMPERIAL BLUE LOCAL STOCK NUMBER: 568341	2.00	EA	_____	_____
<b>0073</b>	081686120 HYDRATHERM DLX, DIV RACK 12 PACK LOCAL STOCK NUMBER: 3539	3.00	EA	_____	_____
<b>0074</b>	081016948 SP TROPIC PAC - CERVICAL 24" X 6" LOCAL STOCK NUMBER: 3503	12.00	EA	_____	_____
<b>0075</b>	081016989 SP TROPIC PAC - OVERSIZE 15" X 24" LOCAL STOCK NUMBER: 3504	12.00	EA	_____	_____
<b>0076</b>	081007137 PRO FITTER PHYSIO KIT LOCAL STOCK NUMBER: 2000A	1.00	EA	_____	_____
<b>0077</b>	081222405 N-K 330 EXERCISE TABLE LOCAL STOCK	1.00	EA	_____	_____

NUMBER: 925076					
<b>0078</b>	081434190 DELUXE SQUARE REBOUNDER PACKAG	1.00	EA	_____	_____
<b>0079</b>	081017144 COLPAC CHILLING UNIT - 6&6 PAC LOCAL STOCK NUMBER: 353102	2.00	EA	_____	_____
<b>0080</b>	081010701 SHOULDER ABDUCTION LADDER LOCAL STOCK NUMBER: 2285	1.00	EA	_____	_____
<b>0081</b>	081457878 MAGNECISER WALL MOUNT SHOULDER EXER	1.00	EA	_____	_____
<b>0082</b>	081247691 WALL- MOUNT DUMBBELL STRIP OAK LOCAL STOCK NUMBER: 929279	2.00	EA	_____	_____
<b>0083</b>	081007400 HAND THERAPY STAT W ACTIVITIES W/ ACTIVI LOCAL STOCK NUMBER: 2046	1.00	EA	_____	_____
<b>0084</b>	0810054 STACKING CONES,4.5X2.5,SET/30 LOCAL STOCK NUMBER: 1498	1.00	EA	_____	_____
<b>0085</b>	0810074 UPPER EXTREMITY WORKSTATION LOCAL STOCK NUMBER: 2046A	1.00	EA	_____	_____
<b>0086</b>	0810107 SHOULDER ABDUCTION LADDER LOCAL STOCK NUMBER: 2285	1.00	EA	_____	_____
<b>0087</b>	0810297 BILATERAL SANDER,9" SQUARE LOCAL STOCK NUMBER: 5083	1.00	EA	_____	_____

<b>0088</b>	0810304 FINGER EXTENSION REMEDIAL GAME LOCAL STOCK NUMBER: 5107	1.00	EA	_____	_____
<b>0089</b>	0810320 SHOULDER EXERCISE LADDER LOCAL STOCK NUMBER: 5189	1.00	EA	_____	_____
<b>0090</b>	0810331 GRADED ROM ARC LOCAL STOCK NUMBER: 5291	1.00	EA	_____	_____
<b>0091</b>	0810331 EXTEND YOUR REACH EXERCISER LOCAL STOCK NUMBER: 5293	1.00	EA	_____	_____
<b>0092</b>	0810334 MANIPULATION BOARD LOCAL STOCK NUMBER: 5312	1.00	EA	_____	_____
<b>0093</b>	0810334 OPTL HOLDERS FOR MANIPULA BRD LOCAL STOCK NUMBER: 531201	1.00	EA	_____	_____
<b>0094</b>	08103402-TIERED HORIZONTAL BOLT BOARD LOCAL STOCK NUMBER: 5329	1.00	EA	_____	_____
<b>0095</b>	0811958 GRADED PEG BOARD,10"X12" LOCAL STOCK NUMBER: 8180	1.00	EA	_____	_____
<b>0096</b>	0812887 RESISTIVE EXERCISE BOARD LOCAL STOCK NUMBER: A7251	1.00	EA	_____	_____
<b>0097</b>	081198217 MOTORIZED HEIGHT ADJ. WORK TABLE LOCAL STOCK	2.00	EA	_____	_____

NUMBER: 8859M					
<b>0098</b>	081280627 ROLYAN SPLINT CTR 38" X 42" X 25" LOCAL STOCK NUMBER: A5314	1.00	EA	_____	_____
<b>0099</b>	081216845 CLINIC PARAFFIN BATH - PB- 107 LOCAL STOCK NUMBER: 923574	1.00	EA	_____	_____
<b>0100</b>	081571066 STANDARD SET (20 PIECES, 2 EACH 1-10 LBS.) LOCAL STOCK NUMBER: 555948	2.00	EA	_____	_____
				<b>GRAND TOTAL</b>	_____

### B.3 STATEMENT OF WORK

#### Support Features

**Installation:** The contractor shall provide coordinated professional installation services to implement the system specified in the SOW at all identified sites after placing an order. The contractor shall provide a firm estimate of working days required from date of delivery order to completion based upon the SOW.

**Warranty:** The contractor shall provide a minimum warranty of no less than one (1) year

**User and Service Manuals:** The contractor shall provide at no charge, two (2) complete and unabridged printed copies and one (1) electronic version (CD) of operator manuals, service manuals, troubleshooting guides, any necessary diagnostic software and tools to the VA representative overseeing installation of equipment at the time of installation (if applicable). Additionally any upgrades to these documents shall be provided by the Contractor free of charge. These manuals shall include all components and subassemblies, including those not manufactured by the contractor. These manuals and documentation shall be identical to the ones supplied to the manufacturer's service representatives and shall contain any diagnostic codes, commands, and passwords utilized in maintenance, repair and calibration of the equipment and provided for the life of the system at no additional cost.

**Clinical Training:** If requested by the agency, the contractor shall provide a training program that is coordinated with and timely to the equipment installation, sufficient to the size and scope of the facility's services, and completed no more than 15 days after installation at the request of the VA. Utilization of the training slots shall be mutually agreed upon between the VA and the contractor. Training includes initial setup and user training; and follow-up training if requested.

**Upgrade/Updates:** The contractor shall provide updates to any critical software at no additional charge to the government. These shall be provided as they become commercially available and at the same time as they are being provided to commercial customers for the duration of the warranty period. This

requirement only applies to “system updates” that enhance the model of equipment being offered, i.e. new version of software, correction of defect, update offered to commercial customers at no additional charge, etc. This does not refer to replacing the original piece of equipment. Should the VISN decide to upgrade their current equipment (i.e. replacement of existing equipment with newer models) the CO and contractor may do so under a signed supplemental agreement.

#### Acceptance Period

Upon completion of installation and training, the VALLHCS shall monitor and verify the equipment and installation during operations as outlined by the manufacturer for a total of six (6), contiguous, consecutive, uninterrupted business weeks. This period of 6 weeks shall be the acceptance phase of the installation. The vendor is required to supply the VALLHCS with an acceptance form to be signed off at the end of the acceptance phase to indicate possession of the installation and equipment and to inform the Contracting Office to proceed with payment(s) as outlined in the Purchase Order.

Any problems with the system must be isolated and repaired by the vendor during the acceptance period. The vendor will troubleshoot the hardware, software, and communications/ancillary equipment to determine the best method of repair. The vendor shall provide brief descriptive resolution of all maintenance. Please note that any problems with the system during the acceptance phase will result in a reset of the acceptance phase, resulting in a new 3-week acceptance phase as outlined above.

#### Vendor Responsibilities

The vendor shall be responsible for any and all liability actions or suits when the vendor is at fault or negligent in the performance of installation and testing activities. Pecuniary liability is also included for any and all damages to VA buildings and equipment caused by installation activities. The vendor shall comply with all local building and fire codes in addition to VA policy and procedures at the site.

## B.4 SALIENT CHARACTERISTICS

### 0001 SCIFIT PRO2

- Enable passive assistance
- Adjustable step-through
- Custom fit plus recline
- Seat is 18"W and can be removed easily for wheelchair accessibility.
- Bi-directional resistance is built into the products
- Console with integrated assessment programs ability

### 0002 PARALLEL BAR, 18 FT, MOTORIZED H&W, PEAR

- Sturdy construction includes 1-3/4", 10-gage steel base;
- 1-5/8" anodized aluminum handrails
- Non-skid black mat
- Fingertip controls
- Tapered Platform Extensions
- 600 lb. weight capacity.
- 6.8A, 115V, 782W
- Handrail height adjusts: 25-1/2" to 39-3/4" to the top of the bar; width adjusts: 15-1/2" to 24-1/2"
- Width between uprights: 31-1/2"
- Platform width: 47-3/16"
- Overall width: 53-1/2"

### 0003 With Tapered Platform Extensions (end ramps)

- Compatible with line item 0002

0004 Grandstand Mobile Storage/Weight Rack

- Built-in dispensers for up to 8 Exercise Bands,
- Adjustable shelves,
- 4" diameter swiveling/locking casters
- Accessories Include: can be rolled to new position/area, compact size for small spaces, all sides are easily accessible
- Set of 16 Hugger® Weights or compatible weights
- (2) Sets of 10 Dumbbells
- Set of 5 REP Bands
- Set of 3 Weight Bars

0005 Small Bariatric Staircase

- 36" wide.
- 10" wide steps safety treads on each step.
- Three 4" steps and two 6" steps.
- 500 lb. weight capacity

0007 BOSU Pro Balance Trainer

- Balance, stability and proprioception
- Non-skid, non-marking base
- Includes integrated balance training DVD and manual,
- Foot pump
- Specific trainer for neuromuscular training of both upper and lower extremities,
- Weight cap 350 lbs

0008 CanDo Walslide Exercise Railing

- Infinitely height-adjustable
- Exercise bands, tubing or bungee cords includes 4' rail with one slider,
- Overhead section
- Three 3-foot long exercise cables with handles
- Allows variable positions, can be used with pulley Range of Motion (ROM) cord

0009 Economy Gel Warmer

- 4-Bottle Warmer

0010 - 081083567 THERA-BAND STANDARD BALL 45CM YELLOW

0011 - 081083575 THERA-BAND STANDARD BALL 55CM RED - RET

0012 - 081083583 THERA-BAND STANDARD BALL 65CM GREEN

0013 - 081083591 THERA-BAND STANDARD BALL 75CM BLUE - RE

0014 - 081012459 T/F ROLL, 8 X 36 IN

0015 - 081343607 INFLATABLE BALL SUPPORT

0016 - 081411628 CANDO INSTABILITY PAD SET 5-PC

0017 Plastic Stacking Cones

- Textured cones provide non-slip grip and tactile stimulation
- Set of 30 cones includes six colors
- Washable
- 7" tall
- Latex free

0018 Plastic Stacking Cones, Small

- Textured cones provide non-slip grip and tactile stimulation



- Set of 30 cones includes six colors
- Washable
- 7" tall
- Latex free

0019 - 081029966 FOAM ROLLS, 36" X 6"X HALF ROUND

0020 - 081029958 FOAM ROLLS, 36"X6" ROUND

0021 - 081008416 DENSIFOAM MAT,4 X 7 FT

0022 Z-Cart

- Welded construction with durable white powder coat finish
- Unique Z-design makes bottom shelf easily accessible.
- Dimensions: 22"W x 16"D x 32"H. Weight: 44 lbs.
- Weight capacity: 200 lbs. size and shelving levels needed for the planned use in the clinic.

0023 Poly 3-Shelf Cart

- Lightweight, easy-rolling
- Holds up to 150 lbs,
- Available with drawer and/or power strip. Measures 16"D x 20"W x 29"H.

0024 - 081547587 BUCK NEURO HAMMER, LATEX FREE

0025 Baseline Bubble Inclinometer

- Gives 1° increments of measurement.
- Pocket size.
- Latex free.

0026 - 081292648 THERA CANE MASSAGER (1)

0027 - 081195668 ANATOMICAL CHART - THE SPINE

0028 - 081195684 ANATOMICAL CHART - FOOT & ANKLE

0029 - 081052596 ANATOMICAL CHART - DERMATOMES

0030 - 081195676 ANATOMICAL CHART - THE MUSCULAR SYSTE

0031 - 081052604 ANATOMICAL CHART - SPINAL NERVES

0032 - 081242049 ANATOMICAL CHART - SHOULDER & ELBOW

0033 - 081658939 ANATOMICAL MODEL HIP JOINT 6-PART

0034 - 081195726 ANATOMICAL CHART - HIP & KNEE

0035 - 081195692 ANATOMICAL CHART - THE SKELETAL SYSTEM

0036 - 081658905 ANATOMICAL MODEL SHOULDER JOINT W/ROT

0037 - 081614395 CLASSIC FLEXIBLE SPINE MODEL

0038 - 081618982 STAND FOR FLEXIBLE SPINE

0039 Deluxe Skeleton – Pelvic Mounted

- Removable arms and legs,
- Fully flexible vertebral column

- Painted muscle origins and insertions,
- Flexible joint ligaments
- Waist-mounted roller stand. 67"H.

0040 Infection Control Gait Belts

- Non-absorbing surface. Disinfects easily
- Side-release buckle.
- Latex free.

0041 BeasyTrans Easy Transfer System

- Disc rotates 360° to allow for easy placement and ease of transfer.
- Supports up to 400 lbs

0042 Sammons Preston Offset Sliding Board

- Lightweight
- Shaped to fit around the wheel on the wheelchair
- Measures 28"L x 11-3/4"W x 3/8"D.
- Weight capacity: 300 lbs. Latex free

0043 Sammons Preston Bariatric Transfer Board

- Weight capacity of 600 lbs.
- Two perpendicular hand slots.

0044 Posture Mirrors

- Three 1/4" thick distortion-free glass mirrors
- can be folded and rolled away

0045 - 081442847 ADJ ANEROID SPHYGMOMANOMETER LARGE A

0046 Goniometer

- 12.5" length
- Latex Free
- Transparent with an opaque background behind degree markings
- Inches and centimeters

0047 Economy Goniometer

- 8" length
- Latex Free
- Transparent with an opaque background behind degree markings
- Inches and centimeters

0048 Saunders Lumbar Home Traction Device

- Up to 200 lbs. of traction
- Handheld pump control.
- Easy storage and portability.
- Weighs only 16 lbs
- Has pressure gauge

0049 - 081060904 PRONEX, LARGE

0050 - 081060896 PRONEX, REGULAR

0051 Fitter Rocker & Wobble Boards

- 20" square,
- Adjustable tilt angles
- 360 degree range.
- Latex free

- Supports up to 300 lb weight,
- Grip tape on the standing surfaces

0052 Overhead Pulleys

- Height adjusts from 74-1/4" – 90-1/4".
- Consists of wall-mounted bracket assembly,
- Two swivel pulleys,
- One handgrip
- Steel.

0053 Economy Hot Pack Storage Rack

- Stainless steel,
- Wall-mounted rack

0054 - 081017300 PRESTON TROPIC HEATER 4 PK

0055 Standard Automatic Overbed Table

- Fingertip pressure adjusts table height.
- Height adjusts from 28" - 45".
- Weight capacity 50 lbs.

0056 - 081247667 FLOOR RACK FOR THERAPY BARS

0057 Vectra Genisys Laser Therapy System

- A logical control system;
- Large, easy- to-read graphical LCD display
- Battery pack
- Safety interrupt switch,
- Good therapeutic ranges of laser nanometers,
- Large buttons and dials for easy use and clean
- Fully variable pulse frequency range of 8Hz – 10,000Hz and continuous user protocols
- All laser applicators must be interchangeable
- Varied applicators used based on the body part and size being treated

0058 850nm Single Diode Laser 100mW

- Compatible with line item 0057

0059 9 Diode Cluster 1040m

- W 5 x 850nm 200mW Laser 4 x 670nm 10mW LED
- Compatible with line item 0057

0060 33 Diode Cluster 1440m

- W 5 x 850nm 200mW Laser 8 x 880nm 25mW SLD 8 x 950nm 15mW SLD 12 x 670nm 10mW LED
- Compatible with line item 0057

0061 Cart Adapter for Vectra Genisys Laser

- Compatible with line item 0057

0062 Intelect Transport Ultrasound Unit

- 1 and 3 MHz frequencies; max 5:1 BNR
- Ability to save user-defined protocols
- Built-in head warmer
- 10%, 20% and 50% duty cycles; Continuous and Pulsed
- Included accessories: (1) 5 cm<sup>2</sup> applicator, (1) 8.5 oz bottle of ultrasound gel

0063 Ultrasound Applicator

- 10 cm applicator

0064 Vectra Genisys 4-Combo with Cart

- High resolution 5" (13 cm) TFT LCD vibrant color user interface
- Multiple waveform electrotherapy – 10 clinical waveforms
- sEMG and sEMG Activated Muscle Stimulation
- Dual frequency Ultrasound at 1 MHz and 3.3 MHz†
- Pulsed or Continuous Ultrasound Duty Cycles (10%, 20%, 50% and 100%)
- Clinical Protocols
- 100 or greater user-defined protocol memory positions
- Indications for quick parameter retrieval
- Clinical library which includes full-color graphic anatomical and pathological libraries
- LCD screen
- Documentation of treatment outcomes with Patient Data Cards

0065 Intect XT 4-Channel Combo with Cart

- Waveforms including Interferential, Russian, Biphasic, High Volt, Microcurrent and Premodulated
- The ability to save user-defined protocols
- 4-channel system

0066 NMS 2 Digital Muscle Stimulator

- Eight preset protocols;
- Three modes (constant, cycled, reciprocal);
- Patient compliance meter

0067 Total Gym Power Tower Clinical Package

- Motorized Total Gym
- 26 calibrated incline levels.
- Touch-control level adjustments
- Automatic rail locks
- Multiple center-pulley attachment
- LAT bars promote line-of-pull specificity
- Easy two-step folding for easy storage
- Workout DVD and exercise wall chart.

0068 Hydraulic Mat Platform 5' x 7'

- Electronically activated hydraulic cylinders built into each of the four corner legs
- "Hands-free" foot control operation.
- Lift up to 1,100 lb. weight capacity.
- Adjustable height from 20" to 30".
- Wheelchair accessible.

0069 Metron Elite 7-Section Table with Roll

- Approved with a 550lb weight capacity
- contoured face opening with plug, casters that can be retracted from either side of the table
- 6" x 24" foam positioning roll and gas struts
- 360° Hi-Lo Surround Bar
- Adjustable armrests, drop-down shoulders and a motorized mid-section

0070 Metron Elite Aster 3-Section Table with Roll

- 550lb weight capacity
- Bariatric capabilities
- The 360° Hi-Lo Surround Bar
- 3 section for positioning and stability

0071 Chattanooga Triton DTS Traction Package

- Fully programmable pull patterns,

- Pull forces that closely mimic hand-delivered therapy.
- Variable speed control
- Clinical Protocols
- Pivots 270°
- Quick Wrap Belting System that allows a patient to be ready to start treatment in under two minutes.
- Inclines the pelvis and segmental bias
- Integrated, smooth-gliding, locking casters

0072 Hydratherm DLX

- 12 Pack Rack
- Mold-proof, rust-proof tub that's bacteria resistant and requires cleaning only 2 times a year,
- Lower temp requirement,
- Rack system allows for easy lift and placement of pack,
- Side shelf

0073 HYDRATHERM DLX, DIV RACK 12 PACK

0074 SP TROPIC PAC - CERVICAL 24" X 6"

0075 SP TROPIC PAC - OVERSIZE 15" X 24"

0076 Pro Fitter Physio Kit

- Rocking base with flexing/rotating foot pads and six adjustable tension settings,
- Attachable padded platform,
- DVD outlining applications, and
- Laminated exercise chart with over 20 functional exercises.
- Weight capacity: 350 lb

0077 N-K Exercise Table

- Hold up to 75 lbs. of disc weights.
- Adjustable backrest reclines to horizontal position.
- Removable thigh straps
- Base measures 28" x 31" Seat height: 28" Total height: 45"

0078 Deluxe Square Rebounder

- Seven angle adjustments
- Sound reducers
- 250 lb. weight capacity.
- Contains rebounder and ball rack.

0079 ColPaC Chilling Unit

- Drain valve allows for easy defrosting and cleaning.
- Temperature Range: -12°C to -6°C

0080 Shoulder Abduction Ladder

- 56" hardwood unit
- 33 steps, each 2-1/2"W x 1-1/2"H.

0081 MagneCiser Shoulder Exerciser

- Ultra-quiet
- Automatic 5-function LCD digital display
- Bidirectional rotation and quick-release

0082 Wall-Mount Dumbbell Strap

- Holds minimum of 11 dumbbells

0083 - 081007400 HAND THERAPY STAT W ACTIVITIES W/ ACTIVI

0084 - 0810054 STACKING CONES,4.5X2.5,SET/30

0085 - 0810074 UPPER EXTREMITY WORKSTATION

0086 - 0810107 SHOULDER ABDUCTION LADDER

0087 - 0810297 BILATERAL SANDER,9" SQUARE

0088 - 0810304 FINGER EXTENSION REMEDIAL GAME

0089 - 0810320 SHOULDER EXERCISE LADDER

0090 - 0810331 GRADED ROM ARC

0091 - 0810331 EXTEND YOUR REACH EXERCISER

0092 - 0810334 MANIPULATION BOARD

0093 - 0810334 OPTL HOLDERS FOR MANIPULA BRD

0094 - 08103402-TIERED HORIZONTAL BOLT BOARD

0095 - 0811958 GRADED PEG BOARD,10"X12"

0096 - 0812887 RESISTIVE EXERCISE BOARD

0097 Motorized Height Adjustable Work Table

- 48"x66" accommodates six
- Height adjusts from 26" to 38"
- Pneumatic not electric

0098 Rolyan Splint Center

- 38" x 42" x 25"
- Can be set up vertically or horizontally
- Flip-up shelf and 1" (2.5cm) rim on three sides.
- Drawer is large enough for a variety of splinting tools and accessories.
- Lockable partitioned cabinets
- Includes power strip.
- Laminated-plastic surface.

0099 Dickson Clinic Paraffin Bath

- Corrosion-resistant stainless steel
- Stainless steel cover
- Measures 17" x 8-1/2" x 8-3/4".

0100 Dumbbell Standard Set

- 20 Piece

1-10 LBS 2 each

## SECTION C - CONTRACT CLAUSES

### C.1 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

### C.2 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

### **C.3 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

### **C.4 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)



## **C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2015) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

- ☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☒ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- ☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- ☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- ☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR  
ATTACHMENTS**



## **SECTION E - SOLICITATION PROVISIONS**

### **E.1 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

### **E.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

### **E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (r) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____



\_\_\_\_\_

\_\_\_\_\_

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

## Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

## Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.



(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_.

*(Do not use a "doing business as" name).*

(End of Provision)

#### **E.4 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

ALL ITEMS IDENTIFYED IN SECTION B.3 ABOVE.

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

## **E.5 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

## **E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**The government intends to award a contract to the offeror that submits the lowest price technically acceptable offer. Technical acceptability shall be established by review of each submitted quote, attachments, and/or information by the designated technical evaluator/s and verification that any “brand name” or “equal to items” meet all the salient characteristics included in this solicitation. Submissions to this solicitation must show clear, compelling and convincing evidence that all “equal to items” meet all the salient characteristics.**

**Once technical acceptability has been established, the Contracting Officer shall award to the Lowest Price Technically Acceptable (LPTA).**

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)